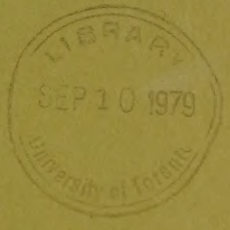
Industry and Expedited Arbitration: Alternatives to Traditional Methods

1977



Labour Canada
Travail Canada

Industry and Expedited Arbitration: Alternatives to Traditional Methods

1977

Federal Mediation and
Conciliation Service
Labour Canada

Cat. No.: L82-32/1977

ISBN– 0-662-01374-3

TABLE OF CONTENTS

FOREWORD

Labour relations practitioners are acutely aware of the importance to be attached to dealing effectively with grievance or "rights" disputes. The term "rights disputes" may be distinguished from "interest disputes" in that the former consists basically of a difference arising out of the interpretation, application and operation of an existing collective agreement whereas the latter refers to a dispute relating to the determination of new terms and conditions of employment most often arising in connection with the negotiation or renewal of a collective agreement.

The resolution of grievances is especially important in the Canadian industrial relations system, in view of the statutory provisions enacted by the Federal Government and all provincial legislatures (except Saskatchewan) prohibiting strikes and lockouts during the life of a collective agreement.

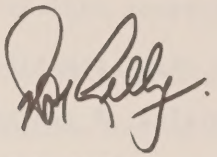
Statistical studies such as the one prepared by Howard Goldblatt for the Labour Council of Metropolitan Toronto and entitled "Justice Delayed...The Arbitration Process in Ontario", as well as views expressed on an informal basis by persons involved in the grievance arbitration process, have indicated that the process is subject to undue delays, formalities and excessive costs. In recognition of the importance of effective grievance resolution techniques for the positive functioning of the Canadian industrial relations system, the Federal Mediation and Conciliation Service has been studying developments in this area on a continuing basis.

In Canada today, there exists a wide array of legislation and mechanisms for handling grievances. The present study, of selected aspects of grievance arbitration systems, was prompted by a conviction that continuous effort and review are required to maintain, develop and adapt such systems so that they may continue to serve the needs of a modern and changing industrial society.

The study analyzes, describes and compares elements of grievance resolution systems functioning in selected industrial sectors in Canada. It is hoped that it will facilitate a better understanding of certain types of "industry" and "expedited" arbitration systems and highlight their relative merits when compared to traditional grievance arbitration which usually involves the disposition of grievances by arbitrators or arbitration boards chosen or constituted on a case by case basis. It is also hoped that this study will lead to the examination and improvement of existing arbitration systems where and as appropriate. The various approaches to "industry" and "expedited" arbitration have, where possible, been placed in their respective historical and operational contexts to allow the reader to relate the procedures to the problems they were designed to deal with.

The Arbitration Services Unit of the Federal Mediation and Conciliation Service prepared the study. Field and headquarters' staff of other sections of FMCS participated in the data collection and analysis phase. The study could not have been made without the assistance and co-operation of various company and union officials in the provision of background information.

The thrust of the report is not one of advocacy, but rather, the intent is to inform and to provide an analytical framework where practical.



W.P. Kelly,
Assistant Deputy Minister,
Federal Mediation and Conciliation Service.

INTRODUCTION

The Department decided to initiate extensive research into various forms of "industry" and "expedited" grievance arbitration systems to enable union and management officials to adopt new approaches to grievance arbitration that might contribute to a reduction in delays, lessening of costs, minimizing of procedural formalities, as well as reduction of case volume. This study describes and evaluates the resulting findings.

The terms "industry arbitration" and "expedited arbitration" encompass systems used in specific industries whereby a "permanent" arbitrator or a panel of arbitrators is selected to hear grievances arising under one or more collective agreements over a period of time, as well as any procedures or mechanisms designed to expedite the grievance arbitration process.

Innovative procedures at the pre-arbitration stage are also examined in order to gain a more complete understanding of functioning "industry" and "expedited" grievance handling systems.

The data were obtained through discussions, personal visits and correspondence with management, as well as with union officials representing over two thirds of the total union membership in Canada. Contact was also made with some arbitrators.

The most relevant data gathered pertained to the railway, longshoring, steel, construction, motor transport, garment, auto and forest industries. Information was also provided on the summary arbitration procedure proposed by the Quebec Advisory Council on Labour and Manpower.

The first part of the study describes the basic features of the mechanisms. The subsequent evaluation section assesses individual systems and, where appropriate, presents comparisons in terms of various evaluative criteria. These criteria have been developed on the basis of the extent to which the mechanisms minimize some of the problems commonly encountered in the conventional grievance resolution process.

When data has been made available, the historical context is presented to suggest the processes of development leading to the particular innovative approach.

The relationship between the evaluative elements is examined in order that they may be viewed in their proper perspective. For example, the cost of a given system is viewed in relation to the degree to which it reduces grievance arbitration volume or prevents disruptive and potentially costly work stoppages.

I - DESCRIPTION OF MECHANISMS

THE RAILWAY INDUSTRY: THE CANADIAN RAILWAY OFFICE OF ARBITRATION

The Canadian Railway Office of Arbitration (C.R.O.A.) is a sole arbitrator mechanism based in Montreal. It was established by a Memorandum of Agreement dated January 7, 1965, and replaced the Canadian Railway Board of Adjustment No. 1. The original Board was established as a wartime measure in 1918 to avoid disputes that would interfere with the war effort. The unions had six representatives on the Board and six were named by the Canadian Railway War Board on behalf of the railways. In 1964, the railways served notice that they wished to replace the Board with a single arbitrator. Both the unions and the railways indicated that the Board had become increasingly deadlocked, which necessitated frequent referrals to single arbitrators for final decision.

The tables at pages 8 and 9 set out in detail the organizations that form part of the Office and indicate the unions that are included or excluded from its jurisdiction. Twenty-two organizations are members of the C.R.O.A. They employ a unionized workforce of about 106,500 persons, approximately 75,000 (or 70 per cent) of which are represented before the Office.

Almost all of the workers covered by the C.R.O.A. are employed by CN and CP or their subsidiaries and jointly owned companies. The Ontario Northland Railway and the British Columbia Railway, owned by the Governments of Ontario and British Columbia respectively, employ most of the remaining workers. The employees represented before the Office are

serviced by five unions: the Canadian Brotherhood of Railway, Transport and General Workers, the Brotherhood of Locomotive Engineers, the United Transportation Union Trainmen and Enginemen, the Brotherhood of Maintenance of Way Employees, the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees and the Transportation-Communication Division of that union. These employees are covered by dozens of collective agreements, each having its own rules and grievance procedures.

Covered workers are employed in all provinces of Canada, Labrador and the Northwest Territories. Numerous diversified occupations are involved in both rural and urban settings. Such occupations as the following are represented before the C.R.O.A.: dispatchers, operators, linemen, truck drivers, warehousemen, locomotive engineers, trainmen, conductors, sleeping car porters, hotel and water transport employees, sectionmen, as well as numerous clerical occupations.

It is to be noted that a railway under provincial jurisdiction - the B.C. Railway - and three of that company's unions - the Brotherhood of Maintenance of Way Employees, the U.T.U.-T and the T.C. Division of B.R.A.C. - have chosen to operate under the arbitration procedures provided by the C.R.O.A. This option has been chosen in preference to the grievance resolution procedure provided under section 96 of the B.C. Labour Code.

The procedures for settling grievances arising out of the interpretation and administration of the collective agreements involved are set out in the various railway collective agreements. The dispute is processed through grievance procedure steps involving union and

management hierarchies until a settlement is reached. Unsettled grievances are referred to the Canadian Railway Office of Arbitration for a binding decision.

The sole arbitrator acting under the C.R.O.A. is appointed by the signatories to a Memorandum of Agreement with effective date of September 1, 1971, amending and renewing the agreement of January 7, 1965 which established the Office. His appointment is for a term of one year, but he may be re-appointed for an additional term or terms of one year, as the signatories may decide. He may be replaced at any time, temporarily or permanently, by mutual agreement of the signatories, in the event that he becomes unable, refuses, or fails to exercise his functions and duties, as set out in the Memorandum of Agreement. A highly experienced arbitrator, Mr. J.F.W. Weatherill, has acted as sole arbitrator continuously since 1968.

The general procedure for the submission of grievances to the Office is as follows. A party requesting arbitration must file the request with the Office not later than the eighth day of the month preceding that in which the hearing is to take place, and at the same time forward a copy of the request to the other party. A request must be submitted in the manner and within the time period set out in the applicable collective agreement. If no such time period is set out, it must be submitted within 60 days of the last step decision of the grievance process. The request must contain or be accompanied by a "Joint Statement of Issue" containing the facts, as well as a reference to a specific provision or provisions of the collective agreement, with the allegation that the latter has been misinterpreted or violated. This "Joint

Statement of Issue" is, in effect, a concise statement of the facts containing no argument. If the parties cannot agree to a joint statement, either or each, on giving 48 hours notice in writing to the other, can apply to the arbitrator for permission to submit a separate statement.

On the second Tuesday of each month, the sole arbitrator hears the disputes that have been filed with the Office. A hearing cannot be held unless a minimum of two requests for arbitration have been filed by the eighth day of the preceding month, but no hearing may be delayed for such reason alone for more than one month.

At the hearing, each party submits a written statement of its position, together with supporting evidence and arguments. Although parties may be represented by counsel if they so choose, legal counsel are rarely used at C.R.O.A. hearings.

The arbitrator may conduct any investigation he deems proper and require that the examination of witnesses take place under oath or affirmation. Each party has the right to examine all witnesses called at the hearing and the arbitrator has the power to receive, hear, request, and consider any evidence which he considers relevant for the arbitration of a grievance. In fact, the hearings are short in length and are governed by a high degree of informality.

A number of cases are disposed of on the spot. The average hearing usually lasts from one to two days and a maximum of five cases are heard at each hearing. Each case takes up approximately one half to one and one half hour.

The arbitrator's decision must be in writing and contain written reasons; it must be limited to the disputes or questions set out in the joint statement or in the separate statement(s), as the case may be. Moreover, where the applicable collective agreement itself defines and restricts the issues or the conditions or questions which may be arbitrated, the decision must be limited to those issues, conditions or questions.

The decision must be communicated to the parties within 30 days after the conclusion of the hearing. This delay can, however, be extended with the agreement of the parties. If the applicable collective agreement specifically provides for a different delay within which the decision is to be rendered, the time limit in the collective agreement prevails.

The arbitrator's decision is final and binding on the railway, the bargaining agent, and all employees concerned. In practice, his awards are relatively short, concise and frequently rendered within a week of the hearing.

Awards are generally short in length but sufficiently comprehensible and elaborate for use as precedent. They are circulated to all parties to the Office which maintains a record of all disputes, decisions or other dispositions. As of September 1976, some 564 awards had been issued through the Office since the latter's establishment in 1965.

Clerical staff, premises, facilities and other administrative arrangements necessary to enable the arbitrator to exercise his functions are provided and administered by an Administrative Committee responsible

to the signatories and composed of one representative appointed by the railway signatories and one appointed by the bargaining agent signatories.

The arbitrator's annual salary and personal expenses (he does not receive a "case fee") are included in the Office's budget. Other operational costs of the Office include rent, printing, the annual salary of - and pension benefits coverage for - the General Secretary, water and municipal taxes, office supplies, telephones, etc.

The system of financial arrangements for the C.R.O.A., based on examination of figures covering the periods September 1, 1974 to August 31, 1975 and September 1, 1975 to August 31, 1976 reflects the following method of calculation. All the company and union members combined share one half of the preliminary assessments required to meet the estimated expenses of maintaining and operating the Office for the fiscal year. (Apparently, the Office's fiscal period runs from September 1 to August 31 of the following calendar year.) The estimated expenses include amounts for the salary and personal expenses of the arbitrator, as well as other cost components of the type mentioned above. The combined company share of the preliminary assessment equals the share assumed by the unions collectively. In practice, however, the companies' share is borne by CN and CP who then collect the appropriate sums from the smaller organizations covered by the Office.

A basic payment figure for each quarter of the year, to be borne equally by the companies combined and by the unions collectively, is calculated at the beginning of the Office's fiscal period. (For the

periods examined, the basic payment figure was actually adjusted in the second quarter of the fiscal year, presumably due to timing in payment and billing.)

The basic figure is composed of (a) the previous year's deficit (actual disbursements over assessments received) divided by two; (b) the difference between the figure arrived at in (a) and the total quarterly assessment (i.e., basic figure) calculated to meet the forecast expenses of the Office; and (c) special additional adjustments to the basic figure to meet particular expenses.

The resultant basic figure is divided by five to reflect the quarterly contribution of each of the five unions. In the fiscal year examined, an adjustment was made in the second quarterly assessment to reflect the caseload of the unions in the previous year.

Canadian Railway Office of Arbitration

A: Participants – Companies and Unions

	(1) Brotherhood of Locomotive Engineers	(2) United Transportation Union – T	(3) United Transportation Union – E	(4) Brotherhood of Railway, Airline & Steamship Clerks	(5) Transport – Communications – BRAC	(6) Canadian Brotherhood of Railway Transport & General Workers	(7) Brotherhood of Maintenance of Way Employees	(8) Other	(9) Total
1. CP Rail	1,882	6,362	366	5,813	929	–	5,128	70(1)	20,550
2. Bay of Fundy Service	–	–	–	30	–	14	–	–	44
3. British Columbia Coast Steamship Services	–	–	–	106 (others covered by mainline agreement	–	–	–	–	106
4. Dominion Atlantic Railway	17	– (covered by eastern line agreement)	–	5 (others covered by mainline agreement)	18	–	– (covered by mainline agreement)	–	40
5. Quebec Central Railway Co.	–	–	–	–	12	–	– (covered by mainline agreement)	–	12
6. Grand River Railway Co., Lake Erie and Northern Railway	–	26	–	–	9	–	43	–	78
7. Esquimalt and Nanaimo	–	–	–	– (covered by mainline agreement)	– (covered by mainline agreement)	–	– (covered by mainline agreement)	–	– (covered by mainline agreement)
8. CP Telecommunications	–	–	–	–	195	–	–	–	195
9. CP Express	–	–	–	2,445	–	–	–	–	2,445
10. CP Transport	–	–	–	1,673	–	–	–	–	1,673
11. Canadian National	1,913	9,008	1,551	1,368	2,550	20,261 (includes: hotels, water transport and North W. Communications)	9,189	–	45,840
12. Shawinigan Falls Railway	6	11	–	–	–	4	–	–	21
13. Northern Alberta Railway	28	77	1	–	69	17	206	–	398
14. Public Markets Ltd. St. Boniface, Man.	–	1	1	62	–	–	–	–	64
15. Toronto Terminals Railway	–	17	–	18	20	194	–	–	249
16. CN Steamship (Pacific)	–	–	–	–	–	–	–	–	–
17. Ontario Northland Railway	43	148	19	111	273	170	298	–	1,062
18. Algoma Central Railway	27	70	13	83	23	–	72	–	288
19. Quebec North Shore and Labrador Railway	54	152	–	–	–	–	–	–	206
20. B.C. Railway	–	450	–	–	92	–	900	–	1,442
21. Burlington Northern (Man. Ltd.)	3	6	1	–	–	–	11	–	21
22. Toronto Hamilton and Buffalo Railway	–	95	–	57	14	–	42	–	208
Total (A)	3,973 (Col.1)	16,423 (Col.2)	1,952 (Col.3)	11,771 (Col.4)	4,204 (Col.5)	20,660 (Col.6)	15,889 (Col.7)	70 (Col.8)	74,942 (Col.1-8)

(1)Canadian Pacific Guards.

Canadian Railway Office of Arbitration

B: Non-Participants - Companies and Unions

	(1) Shop Craft	(2) Brotherhood of Railroad Signalmen	(3) Brotherhood of Sleeping Car Porters	(4) I.B. of Firemen Oilers, Power Plant Operators	(5) United Telegraph Workers	(6) Seafarers' International Union	(7) International Longshoremen's Association	(8) Canadian Merchant Service Guild	(9) Other	(10) Total
1. CP Rail	8,650	360	171	1,528	40	-	21	-	243[2]	11,013
2. Bay of Fundy Service	-	-	-	-	-	65	-	8	-	73
3. British Columbia Coast Steamship Services	-	-	-	-	-	60	-	81	5[3]	146
4. Dominion Atlantic Railway	- (covered by mainline agreement)	- (covered by mainline agreement)	-	5	-	-	-	-	-	5
5. Quebec Central Railway Co.	- (covered by mainline agreement)	-	-	- (covered by mainline agreement)	-	-	-	-	-	- (covered by mainline agreement)
6. Grand River Railway Co., Lake Erie and Northern Railway	-	-	-	-	-	-	-	-	1[4]	1
7. Esquimalt and Nanaimo Railway Co.	- (covered by mainline agreement)	-	-	-	-	-	-	-	-	- (covered by mainline agreement)
8. CP Telecommunications	-	-	-	-	1,045	-	-	-	-	1,045
9. CP Express	-	-	-	-	-	-	-	-	-	-
10. CP Transport	-	-	-	-	-	-	-	-	-	-
11. Canadian National	12,207	1,012	-	-	2,347 (now division of CBRT)	-	407	120	-	16,093
12. Shawinigan Falls Railway	-	-	-	-	-	-	-	-	-	-
13. Northern Alberta Railway	54	2	-	-	-	-	-	-	-	56
14. Public Markets Ltd. St. Boniface, Man.	-	-	-	-	-	-	-	-	-	-
15. Toronto Terminals Railway	-	13	-	-	-	-	-	-	-	13
16. CN Steamships	-	-	-	-	-	-	-	-	-	-
17. Ontario Northland Railway	262	15	-	52	-	-	-	-	4[5]	333
18. Algoma Central Railway	-	-	-	9	-	-	-	-	200[6]	209
19. Quebec North Shore and Labrador Railway	-	79	-	-	-	-	-	-	1,255[7]	1,334
20. B.C. Railway	624	-	-	-	-	-	-	-	478[8]	1,102
21. Burlington Northern (Man. Ltd.) (Federal jurisdiction)	-	-	-	-	-	-	-	-	-	-
22. Toronto Hamilton and Buffalo Railway (CP and Penn. Central)	77	15	-	-	-	-	-	-	-	92
Total	21,874 (Col.1)	1,496 (Col.2)	171 (Col.3)	1,594 (Col.4)	3,432 (Col.5)	125 (Col.6)	428 (Col.7)	209 (Col.8)	2,186 (Col.9)	31,515 (Col.1-9)

(2) International Brotherhood of Electrical Workers - 63
C.P. Police Association - 180
(3) Vancouver Shipyard Workers - 5
(4) International Brotherhood of Electrical Workers - 1
(5) Independent Police Association - 4
(6) Brotherhood of Railway Carmen - 200
(7) United Steelworkers of America - 1,255
(8) International Brotherhood of Teamsters - 313
Brotherhood of Locomotive Engineers - 165

LONGSHORING

Historically, grievance disputes on the docks often arose quite rapidly and the utilization of the grievance and arbitration procedures available to the parties was largely disregarded in favour of illegal work stoppages, euphemistically referred to as "dropping the hook". This was most prevalent in cases involving manning and dispatch. It may now be said, however, that a number of innovative grievance resolution mechanisms have been adopted at various ports to render the grievance handling process at both the pre-arbitration and arbitration stages more effective and responsive to the needs of the industry.

A description of these procedures in use in the various ports must take into account the fact that they often involve departures from the formal procedure set out in specific collective agreements.

Thus, in the Maritime longshoring industry, the collective agreement currently in effect between the Maritime Employers Association and Local 269 of the International Longshoremen's Association at the Port of Halifax contains a formal grievance and arbitration procedure. References are made under the pertinent section to the various steps in the procedure. These consist of verbal discussions between the business agent of the union and the representative of the company on the dock and the local manager of the Maritime Employers Association, referral of the grievance in writing to a Grievance Committee, and submission to a single

arbitrator in accordance with the collective agreement. The latter specifically provides that failure to follow such procedure shall be conclusive evidence of the abandoning or non-existence of a dispute or grievance.

Notwithstanding the formal procedure referred to above, the vast majority of grievances in the Port of Halifax are handled through a Labour-Management Committee composed of five representatives of the union local, two representatives of management, and Mr. R.L. Kervin, Conciliation Officer at the Halifax Labour Canada Office. The latter is Chairman of the Committee and happens to be a former longshoreman having thorough knowledge of the industry and the problems involved. The Committee members meet on an ad hoc basis at the request of either party and convene on the average once a week. While the Committee deals with virtually all grievances arising in the port industry, overall questions are also considered at its meetings.

Approximately 175 grievances per year are channelled through the Committee and some 90 per cent of these are either resolved to the satisfaction of the parties or dropped.

While the meetings are generally informal, witnesses are frequently called to testify before the Committee.

The parties have mutually agreed that this form of grievance resolution does not prejudice their rights under the collective agreement's grievance resolution procedure as, in such event, they waive the time limits contained in the collective agreement.

In the Port of Saint John, on the other hand, the situation with regard to the use of the grievance procedure is completely the reverse of that which prevails in the Port of Halifax. Nevertheless, certain expedited features are present. The agreement between the Maritime Employers Association and Local 273 of the International Longshoremen's Association in Saint John contains a grievance procedure similar to that contained in the Halifax Longshoremen's agreement. Another section of the Saint John agreement, however, deals with the procedure to be followed in the case of an urgent situation requiring immediate attention.

In the case of the latter, the matter is discussed between the business agent, the representative of the Association and the local manager of the company. Failing resolution at this stage, the agreement provides that a meeting of the Grievance Committee is to be held within twenty-four hours. If the grievance is not settled at this step, the matter may then be processed through the arbitration procedure set forth in the collective agreement. This procedure is not intended to circumvent the normal collective agreement grievance procedure, but rather to deal with any situation whose urgency is such as to render impractical the time limits of the normal procedure.

There are indications that the executive of the longshoremen's local in Saint John prefers to process all grievances through the normal collective agreement grievance procedure. The parties frequently agree, however, to waive certain steps of that procedure in order to proceed directly to arbitration.

In the Ports of Montreal, Three Rivers and Quebec, the system established by the Maritime Employers Association and the International Longshoremen's Association operates in practice basically as follows. When a complaint arises, the M.E.A. dispatches a "contract administrator" to the particular location and the matter is usually resolved informally "on-the-spot" without a formal grievance having been launched. The M.E.A. has indicated that of some 1,500 complaints arising at the three ports in 1976, more than 60 per cent were settled in this manner.

A grievance committee meets every week on a set day and examines all formal grievances formulated up to the previous Friday. Grievances submitted to the Committee are normally examined according to numerical and chronological filing order. Significantly, however, this order is disregarded in the case of urgent grievances. The Committee adopts a joint "fact-finding" approach which has facilitated resolution. A particular grievance may be discussed at a maximum of three consecutive weekly meetings. The proportion of settlements at the Grievance Committee stage is high.

A grievance which remains unsettled after three meetings of the Grievance Committee is normally abandoned. Those not abandoned are automatically cancelled, unless referred to an arbitrator within a short delay.

A small number are submitted to arbitration and are heard by sole arbitrators drawn from a short informal list of three arbitrators agreed upon through correspondence. The hearings are generally not held on fixed dates but are rather dependent on the availability of the arbitrators. Hearings are relatively informal.

According to the M.E.A., there were approximately four grievance arbitrations in 1976 in the Port of Quebec, 14 in Montreal (including one arbitration covering 95 related grievances on an interpretation matter), and only one in Three Rivers.

In Hamilton, monthly labour-management meetings are held between the M.E.A. and Local 1654 of the I.L.A. These meetings have virtually eliminated the launching of formal grievances and brought about a high rate of settlement of "potential" grievances. The entire grievance procedure and arbitration process have been informally and successfully supplanted by this informal approach. A similar situation existed in Toronto until the election of the current I.L.A. Executive. Conciliation officers of Labour Canada's Great Lakes Regional Office in Toronto sat in on the labour-management meetings when so requested.

On the West Coast, the system of grievance or complaint resolution in those ports of British Columbia coming under the agreement between the British Columbia Maritime Employers Association and the International Longshoremen's and Warehousemen's Union in practice operates as follows. The collective agreement provides a well-established grievance procedure which is followed in most cases. The procedure is resorted to for those grievances that might be classified as "non-urgent" and which are of such nature that the normal time processes associated with the grievance procedure can be allowed to run their course. Those grievances that remain unsettled are eventually referred to the "Industry Arbitrator" (whose nature and role are discussed below).

The more urgent grievances (for example, those involving safety on the job, handling of damaged cargo, situations where a slowdown or work stoppage is in effect) are referred directly to a "Job Arbitrator" for a "Summary Disposition". The Job Arbitrator possesses practical waterfront experience and serves on a full time basis on retainer. He is empowered, on application by either party, to render oral dispositions "on-the-spot". The oral Summary Disposition is immediately effective and binding on the parties, but is confirmed in writing as soon as practicable thereafter (usually within 48 hours). The Job Arbitrator does not mediate. His Summary Disposition is generally a short award that takes into account the background of the case, the relative position of both parties and the written word of the agreement.

The present Job Arbitrator is a former union representative and his alternate is a former representative of management.

The Job Arbitrator is paid a retainer of approximately $2,000 per month, shared equally by the parties. His alternate, also on retainer, is paid some $100 per month and this amount is proportionately increased when he replaces the Job Arbitrator for a significant length of time.

Historically, the position of Job Arbitrator, as outlined in the B.C. M.E.A.-I.L.W.U. collective agreement, evolved some 14 years ago as a result of numerous problems which had arisen concerning employer flexibility in the transferring of men from job to job, the number of longshoremen to be used for certain jobs and the dispatch procedures utilized by the employer. Apparently, many problems arose when an employer insisted on switching the longshoremen from one ship to another,

in order to obtain a full shift. Also, the switching at times involved the breaking up of set gangs of longshoremen, and this created further problems. Views have been expressed to the effect that the resulting tendency was for small wildcat strikes to occur, causing costly delays in the loading or unloading of ships in the port. In fact, in the longshoring industry generally, the shut down of a ship or a dock for even a short period of time because the parties cannot resolve a collective agreement issue can be highly detrimental financially. Consequently, a need was perceived for a person to be available at all times to deal with these problems as they occurred. Thus the position of Job Arbitrator was created. Not only could the Job Arbitrator interpret the contract provisions dealing with manning and dispatch procedures and rule accordingly, he could also deal with questions relating to safety on the job which had also sparked spontaneous stoppages of work on the docks.

A relatively small number of grievances that are filed under the normal grievance procedure contained in the B.C.M.E.A.-I.L.W.U. collective agreement subsequently escalate in importance. One of the reasons for this escalation could be the threat of a work stoppage. In such cases as well, the parties are able to refer the matter directly to the Job Arbitrator for a Summary Disposition.

The number of awards rendered by the Job Arbitrator over the past five years is as follows:

Year	Awards
1972	20
1973	21
1974	11
1975	14
1976	14
1977 (to date)	17

In 1973, there was a change negotiated into the collective agreement which allowed the Job Arbitrator to hear disputes relating to outstanding pay claims. Views have been expressed to the effect that this change will probably result in the submission of more cases to the Job Arbitrator in the future.

In the event that either party requests a re-hearing of a matter on which the Job Arbitrator has rendered a decision, the question is referred to the Joint Industry Labour Relations Committee, on which labour and management representatives sit in equal numbers. The Committee issues its award within a short time. A union official has indicated that a re-hearing of the Job Arbitrator's decisions by the Joint Industry Labour Relations Committee is rare. The Committee has apparently set aside only a small number of decisions rendered by the Job Arbitrator.

In those rare instances where the parties are not satisfied with the decision of the Joint Industry Labour Relations Committee, the matter is referred to an "Industry Arbitrator". The present Industry Arbitrator is a former senior official of the B.C. Shipping Federation. He is paid on a per case basis by the party seeking his services.

In practice, however, the Industry Arbitrator has had very few cases to arbitrate. The following table indicates the number of awards he has rendered over the past five years (including those rendered in respect of grievances eventually referred to the Industry Arbitrator if not settled at an earlier stage of the normal grievance procedure):

Year	Awards
1972	4
1973	3
1974	0
1975	0
1976	1
1977 (to date)	0

There is no recourse to "outside" arbitration under the B.C. M.E.A.-I.L.W.U. agreement.

THE STEEL INDUSTRY: THE GRIEVANCE COMMISSIONER SYSTEM

The stated objective of the Grievance Commissioner system, established in 1972 by the United Steelworkers of America and the International Nickel Company of Canada Limited, is to provide an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner at the arbitration stage.

The system is in effect in Sudbury and Port Colborne, Ontario, and covers approximately 15,000 workers. The mechanism applies to union locals 6500 and 6200. It was incorporated in the three year agreement between the parties for the period July 1972 to July 1975 and was retained in the subsequent three-year agreement, effective July 19, 1975.

Under this mechanism, where a difference respecting the interpretation, application or alleged violation of the collective agreement is not satisfactorily resolved under the applicable grievance procedure, the difference is submitted within 30 days to "Third Party Determination". Within a further 15 days, management and union representatives may meet and agree to submit the grievance to a Grievance Commissioner. Failing such agreement, the grievance may be submitted to an arbitration board whose chairman is selected from a panel set out in the collective agreement.

The Grievance Commissioners act as sole arbitrators and serve alternately on a monthly basis. The present Grievance Commissioners, J.F.W. Weatherill and E.E. Palmer, have served continuously since the establishment of the mechanism in 1972.

The system provides for fixed hearing dates, the Commissioners holding hearings alternately on the third Thursday of each month. In practice, hearings are not convened unless at least four cases are outstanding on the particular date in question. In the event there are no hearings set for a particular date, efforts are made to slot a regular arbitration hearing for that date to be chaired by the Grievance Commissioner. The latter is also a member of the regular arbitration board panel set out in the agreement.

The rules governing the summary proceedings of the Grievance Commissioner are contained in a schedule to the collective agreement.

The parties provide the Grievance Commissioner with specified summaries and decisions drawn from stages of the grievance procedure, including a summary of the respective positions of the parties and the

facts agreed to or in dispute. They also supply the Grievance Commissioner and each other with additional, concise written representations on which they intend to rely. These must be mailed not less than ten days before the beginning of the Grievance Commissioner's hearings.

The purpose of the hearing is to clarify issues or facts in dispute. Generally, no witnesses are called and the Grievance Commissioner relies largely on the written summaries submitted by the parties. At the hearing, the parties may make any further representations or present such evidence as the Commissioner may permit or require, but he is not obligated to conform to rules of evidence.

In practice, hearings are highly informal. Parties are not represented by legal counsel, precedents are generally not cited and the Commissioner exercises an active role by asking numerous questions. Hearing time averages one half hour per case and a number of cases are usually heard in a day.

The Grievance Commissioner must render his decision within seven days of the conclusion of the hearing. The agreement provides that he must render awards without reasons, but he may subsequently issue brief reasons if requested to do so by the parties. In actual fact, however, the Commissioners always include brief reasons in their awards, in accordance with an understanding between the parties. The agreement provides that the Commissioner's decision applies only to the particular case and may not constitute a precedent nor be used as such by either party in future cases. Although the award is by law theoretically subject to judicial review, the parties have verbally agreed to accept the decision as final.

According to recent figures, $400 is charged for a fixed hearing day on which no cases are heard. Where they are heard, the charge is $650 for the first case, $150 for the second and third case, and $100 for the fourth and each subsequent case. This "sliding scale" cost structure apparently does not include transportation and other expenses. The arbitration costs are shared equally by the company and union.

Statistics indicate that in 1973, 65 cases were processed through the Commissioner route whereas only 10 went the "regular" route. In 1974, the Grievance Commissioner arbitration caseload outnumbered that of the "regular" route 62 to 37. In 1975, the ratio was reversed - 50 to 22 in favour of the "regular" route. In 1976, while Commissioner cases increased to a little less than 50, "regular" arbitrations numbered in excess of 60.

THE CONSTRUCTION INDUSTRY

While there exists no standard industry or expedited grievance arbitration procedure in the construction industry, there are a number of relevant mechanisms in various provinces both at the pre-arbitration and arbitration stages. The following is a summary of the situation prevailing in each province.

Newfoundland

Under the Newfoundland Labour Relations Act, any disagreement regarding the interpretation and application of a construction industry collective agreement must be submitted to arbitration for final settlement. Failing resolution by the parties, the latter must agree, by the end of the day on which the grievance arose, on the appointment of a sole arbitrator. The Minister of Manpower and Industrial Relations may, on request, appoint an arbitrator if the parties have failed to appoint one as required. Notwithstanding the above procedure, if the parties so consent, the Minister may appoint an arbitrator to act for the length of the agreement or for a term specified in his appointment. The Act provides that the decision of an arbitrator in the construction industry must be rendered within 48 hours of his appointment, unless the parties agree to extend the time limit. His decision is binding on the parties from the time it is rendered and he is required to make a report on his decision and forward it to the parties and the Minister. The arbitrator's remuneration and expenses are shared equally by the parties.

The arbitrator is usually drawn from a panel of arbitrators, presently consisting of some nine members, who handle virtually all grievance arbitrations in Newfoundland. The panel is regulated by the guidelines established by the Newfoundland and Labrador Labour-Management Co-operation Committee. The latter is composed of ten persons, five each from labour and management.

The volume of construction industry grievance arbitrations in Newfoundland is low. The industry comprises approximately 15,000 to 18,000 workers. Management spokesmen have stated that the sole arbitrator mechanism provided for in the legislation has been used approximately three times over the past three years and, when used, has proven effective. Nevertheless, the majority of the approximately six arbitrations handled yearly in the industry are processed through tripartite boards by mutual consent of the parties, with the chairman being drawn from the Newfoundland and Labrador Labour-Management Co-operation Committee panel.

Prince Edward Island

There are separate agreements for seven building trades in Prince Edward Island that cover some 1,500 workers. The number of grievance arbitrations in the P.E.I. construction industry is low; it currently stands at approximately six per year, although there has only been one arbitration in the past year. Most grievances are resolved without the requirement of formal grievance proceedings. The grievance procedure, however, provides for a joint conference board mechanism at the second level. If the grievance is unsettled at the first level (which involves expeditious processing within some 5 days), it may be referred within a short delay to a Joint Conference Board on which there are six members, three each from management and labour. Union membership usually consists of a business manager and two other union executives. The management representatives are normally the General Manager of the provincial

construction association and two other management members. Each side attempts to be represented by at least one person having been involved in the negotiation of the agreement.

Representatives of the union or contractor involved in the grievance do not sit on the Board, and a majority decision is final and binding. Generally, there are no deadlocks. The decision is usually rendered at the hearing or within seven days after its conclusion.

The Joint Conference Board convenes every two months to discuss mutual problems of a general nature and meets, as required, to hear grievances. Because of generally good labour-management relations, the Board sits only about three times a year under each of the seven agreements for the purpose of hearing grievances. If it is unable to dispose of a particular grievance, the latter is then referred to arbitration.

There is a tendency to use sole arbitrators on an ad hoc basis. These charge approximately $600 per case, which cost is shared equally by the parties.

Nova Scotia

Under the Nova Scotia Trade Union Act, when a grievance dispute in the construction industry cannot be resolved, the parties must agree, by midnight of the day on which the disagreement arises, on the choice of a sole arbitrator. The Minister of Labour and Housing may appoint an arbitrator when he is notified by one of the parties that they have failed to appoint one. The Minister may also, with the written consent of the parties, appoint an arbitrator for the agreement's term or for any other

term mentioned in the appointment. The arbitrator's decision must be rendered within 48 hours of his appointment, unless the parties agree on an extension. Both sides are bound by the award as of the time it is rendered.

Under the Act, the Minister, the emloyer or employers' organization and the trade union must each pay one third of the arbitrator's fees and expenses. Some management spokesmen have indicated that the arbitrators usually charge $700 per day (fees and expenses), which sum is shared three ways.

A limited number of agreements involving plumbers, electricians and insulators provide for joint board mechanisms having equal union and management representation. These boards attempt to settle a grievance before it is submitted to arbitration.

There are approximately 20,000 union members in the Nova Scotia construction industry. Normally, there are only three to four grievance arbitrations per year in this industry, and they are generally handled by sole arbitrators on an ad hoc basis. The Minister, however, maintains an ad hoc list and it would appear that approximately six arbitrators with previous experience in construction industry arbitrations are consistently used.

The parties generally do not insist on the time limits set out in the Act and arbitrators usually render their awards within one week of a hearing.

The use of the speedy arbitration mechanism specified in the Act has apparently never been very formal. Rather, it exists as an option to the normal grievance procedure in appropriate cases.

New Brunswick

There are over 15,000 workers covered by some sixty collective agreements in the New Brunswick construction/industrial sector.

Very few grievances remain unsettled at the lower stages of the grievance procedure and the latter is generally expedited. The grievance steps take some five days to complete and, if a grievance remains unresolved, it may then be submitted to arbitration within a further five days.

The grievance arbitration volume is generally low. There were only 15 arbitrations in 1976.

Each agreement provides for a panel of four persons from which sole arbitrators are drawn. The names of one or two individual arbitrators appear in most agreements. They are generally chosen on a regional basis and selected in rotation, according to their availability.

There are no regularly set hearings, although the latter usually take place within two weeks of the submission of a grievance to arbitration.

Awards are usually rendered within two weeks of the hearing.

Quebec

Labour relations in the Quebec construction industry are governed by the Construction Industry Labour Relations Act and the Construction Industry Decree enacted thereunder. A decree is defined as an Order-in-Council adopted under the Construction Industry Labour

Relations Act that amends a collective agreement in the construction industry or makes it binding on the parties, or that amends, extends or repeals a previous decree.

One collective agreement, in effect since December 1976, covers all trades in the industry. It was negotiated by the Association of Building Contractors of Quebec and the provincial building trades council affiliated with the Quebec Federation of Labour (Q.F.L.). Application was then made to extend the agreement on a province-wide basis. The new Construction Industry Decree was promulgated in April 1977. This Decree, as its predecessor, provides that all grievances submitted to arbitration must be referred to sole arbitrators listed in an appendix to the Decree. Although the exact composition of the list cannot be determined at this time, certain observations may be made which reveal the basic features of the industry grievance arbitration system.

To gauge the magnitude of the Quebec construction industry, in terms of manpower, reference might be made to statistics compiled by management for the year 1974. These indicate that 140,000 persons had worked in the industry for at least one hour and that there were approximately 18,000 employers in the province. In the opinion of management spokesmen, these figures represent a "normal" year (1977 is not considered to be a "normal year").

While no statistics are available on how many grievances were registered in the last few years, it appears that the number was small. There were approximately 50 arbitrations in the industry over a twelve month period from 1974 to 1975.

Control over the administration of the Construction Industry Labour Relations Act and the general implementation of the Construction Industry Decree is entrusted to the Quebec Construction Board (l'Office de la construction du Québec). The latter is an agency composed of three cabinet-appointed members whose term of office cannot, by law, exceed ten years. Some of the Board's functions include overseeing labour relations in the construction industry, as well as supervising negotiations, representation matters and arbitration procedures. The Board has approximately 700 employees, including some 300 inspectors. Most monetary claims are handled by inspectors of the Q.C.B. which then presents outstanding claims to the courts on behalf of the affected employees.

The Construction Industry Labour Relations Act, however, specifies that certain matters can be arbitrated by sole arbitrators. Some of these matters are union security, union dues, and for the most part, disciplinary measures taken by employers. The majority of the small number of grievance arbitrations arising in the industry involve discharge/discipline matters and these, as mentioned above, are heard by sole arbitrators.

There are no joint board or joint conference board mechanisms in the collective agreement's grievance procedure. Basically, a grievance must be submitted in writing to the employer within 15 working days of its occurence and the employer has five days to reply. If there is no answer or if the answer is considered to be unsatisfactory, the written grievance is submitted to arbitration within the next 20 calendar days.

Under the previous Construction Industry Decree, the sole arbitrators were listed in an appendix, according to their geographical location within the province. (Most of the names contained in this appendix also appeared on the list of arbitrators prepared annually by the Advisory Council on Labour and Manpower). If all such arbitrators approached, in turn, were unwilling or unable to act, the Minister of Labour and Manpower would appoint one from another designated district.

The present Decree will also have a permanent list of arbitrators contained in an appendix. While there is no indication of the composition of the list, at this time, both the Association and the Q.F.L. have agreed that the list should be smaller (20 to 25 arbitrators) and province-wide, the parties being free to choose any arbitrator. The shift from a list of arbitrators broken down by regions to one which would be province-wide is intended to correct the previous situation wherein a number of arbitrators were not always available when called upon to act. This diminished the advantages to be derived from automatic rotation and, at the same time, resulted in the recurring appearance of certain arbitrators. The proposed change is designed to provide the parties with a larger inventory of arbitrators from which to choose and if they fail to agree on a choice, they will be able to apply to the Quebec Construction Board, who will then make the appointment.

An arbitrator must hear a grievance within 10 days of his appointment and render his decision 10 days after the hearing. This last requirement, however, is frequently extended by mutual consent of the parties.

Arbitration costs are shared equally by the individual contractor and the union. The Association of Building Contractors, however, provides the employer with a representative to present the grievance. It also assumes the employer's expenses where the case is sufficiently important to constitute a major precedent.

Ontario

There are between 75,000 and 100,000 workers in the Ontario construction/industrial sector, and they are covered by some 320 collective agreements.

Although no exact figures are available, there are few grievance arbitrations in this industry. Those that arise mostly deal with such things as the non-payment of wages, welfare matters and vacation pay. Dismissal and discharge arbitrations are infrequent.

While most of construction agreements in the province contain grievance and arbitration provisions, these are considered by the parties to be excessively time-consuming for an industry whose work force has great mobility. Nevertheless, the grievance procedure preceding the arbitration stage is relatively expedited, usually requiring a total time of some two to three days to complete. Some agreements, particularly those applying to electricians and mechanics, provide in most areas for Joint Conference Board mechanisms in which there are usually six representatives, three each from management and labour, who attempt to settle a grievance dispute before it is referred to arbitration.

Most of the collective agreements provide for tripartite arbitration boards.

Since July 1975, the Labour Relations Act enables either party in the construction industry to refer a grievance to the Ontario Labour Relations Board, notwithstanding the grievance and arbitration provisions that are included or deemed to be included under the Act. Under this procedure, one party first notifies the other in writing of the grievance. The Board then must hold a hearing within 14 days after receiving notice of the referral to it of the grievance. It may also appoint a labour relations officer to attempt to effect a settlement of the grievance before the hearing.

The O.L.R.B. mechanism has been used in the industry much more frequently than grievance arbitration. Over 250 such applications have been made to the O.L.R.B. thus far and the caseload is expected to increase substantially during the present year. O.L.R.B. figures also indicate that there is a high rate of settlement.

Management spokesmen, however, have pointed out that the Board mechanism has, by the very wording of the Act, the potential of eliminating the opportunity of settling matters at the early stages of the grievance procedure and, failing that, through arbitration. Moreover, it is difficult to ascertain the basis of settlements effected through the Board mechanism. There is concern that the employer will be induced, to his detriment, to give in, with no adequate record of the actual basis of resolution. Further, the Board mechanism could eliminate the Conference Board recourse, outlined above. The low cost ($100 per day per party on recourse to the Board) may well encourage the launching of frivolous or

"political" grievances. Finally, the Labour Relations Act does not specify a time limit within which recourse to the Board must be initiated. The view has been expressed by some management spokesmen that this omission may result in some unions accumulating a large number of grievances for submission to the Board shortly before agreement renewal negotiations begin. The potential for delayed accumulation of grievances can also have detrimental financial effects, as most of the grievances that normally arise in the industry involve unpaid monetary claims.

Manitoba

Very few grievances are launched yearly in the Manitoba construction industry. Illegal work stoppages are the preferred method by which unions seek settlement of grievances. Apparently, employers usually give in.

Most of the collective agreements, covering approximately 7,000 employees who constitute about 90 per cent of the total unionized work force in the industry provide for a four-step grievance procedure. The majority of grievances are resolved on the job site at the first level. In virtually all agreements, the fourth step consists of a Joint Conference Committee, but very few grievances ever reach this stage. The Committee meets to consider and mediate grievances as required and convenes several times periodically for other purposes.

Most of the agreements provide for named sole arbitrators or arbitration board chairmen.

Saskatchewan

The Saskatchewan Construction Labour Relations Council is responsible, on behalf of management, for the administration of the majority of some 21 collective agreements in the construction/industrial sector of the province. The total union membership covered by these agreements consists of approximately 10,000 workers.

There are no industry or expedited grievance arbitration mechanisms. The few grievance arbitrations that do arise are referred to tripartite arbitration boards on an ad hoc basis. Although there is no standard grievance procedure in the agreements, some of them provide for joint boards.

Alberta

In the Alberta construction industry, the formal grievance procedure is rarely resorted to. Unions usually exert pressure on management until they win their point. This approach is euphemistically called "instant arbitration". There are only twelve to twenty grievances per year for a total workforce of approximately 35,000. Most of them are resolved at the first level of the grievance resolution process and the rest are usually submitted to ad hoc tripartite arbitration boards.

While some agreements formally provide for periodic labour-management meetings, the latter deal with overall matters and are rarely convened for the purpose of processing grievances. One agreement contains a provision for arbitration by a sole arbitrator and it would appear that

the demand for this mechanism is on the increase. Moreover, another agreement covering approximately 1,700 electrical workers provides, as the last step of the grievance procedure, for a grievance panel or board consisting of four representatives, two each from industry and labour. While the panel or board has developed into a partisan body, in terms of the representatives appointed, it has nevertheless settled a number of grievances without the necessity of going to arbitration. A similar mechanism exists in the sheet metal sector.

British Columbia

There are 18 unions in the British Columbia construction industry that have entered into approximately 50 collective agreements covering various trades.

Many grievances are usually resolved at the early stages of the grievance procedure by staff officers in the various trade sectors and as a result of discussions between the particular union and the Construction Labour Relations Association of British Columbia, which represents individual contractors.

A number of unions participate in joint conference board mechanisms through which grievances not resolved at the early stages of the grievance procedure may be referred to labour-management bodies. This provides a last chance to settle a grievance dispute before it is referred to arbitration.

The joint board mechanisms are basically of the following types. A number of unions having entered into agreements applying notably to electrical workers, pipefitters, insulators, painters, glaziers, and sheet metal workers, each participates in separate joint conference boards to which unsettled grievances are referred by mutual agreement. These boards are generally composed of three representatives each from labour and management, who must not have any direct interest in the particular grievance. The majority report of the joint conference board is binding on the parties, and if the grievance still remains unresolved, it is then referred to grievance arbitration.

Other unions, especially those representing workers in the "basic trades" such as for example, labourers, operators and cement masons, participate in the Construction Industry Advisory Board and the industry grievance panels drawn from it. The Construction Industry Advisory Board is established under the terms of each collective agreement and must be maintained throughout its term for the purpose of reviewing any and all matters covered by the agreement, as well as of appointing industry grievance panels to deal with grievances that may be referred to the Advisory Board by mutual consent of the parties.

Under this mechanism, when a job steward or business agent fails to resolve a difference with a foreman or superintendent, the grievance must be submitted in writing within ten days of the occurrence and the notice is usually filed with both the Construction Labour Relations Association and the individual employer concerned. The parties may agree to refer grievances to an industry grievance panel, but if they fail to agree that a particular grievance is to be so referred, then each of them

must appoint a member to a board of arbitration and the normal arbitration procedures apply from that point on.

If the grievance is referred to an industry grievance panel, the latter must be drawn from representatives of the Construction Industry Advisory Board and be composed of at least four and not more than six members, each side having equal representation. Appointments of panel members must be made from among representatives on the Advisory Board, or from among those persons who are officers of the participating unions or directors of the Construction Labour Relations Association. Representatives of the particular union or employer involved in the dispute may not be appointed to a panel.

The panel must convene and endeavour to render a decision within five days of receipt of the written grievance. If it cannot reach a decision or if either party to the grievance is unwilling to accept the decision, it may select a chairman with voting rights from a predetermined list of named arbitrators. In the event none of the named chairmen can act, the Minister of Labour is then requested to appoint one.

A panel on which a chairman has been added has all the rights, powers, duties and authority given to a board of arbitration by statute. It must render a final and binding decision within 10 days.

The total number of grievance arbitrations per year in the B.C. construction industry is low.

Management spokesmen have indicated that there has never been a situation where an industry grievance panel has failed to resolve a grievance referred to it. Apparently, the mechanism through which a panel may be converted to an arbitration board by the addition of a chairman has never been used.

Where a grievance is submitted to arbitration, it is normally heard by a tripartite arbitration board and the cost is shared equally by the individual contractor and union. However, if the grievance is of general interest to the industry, the Construction Labour Relations Association of British Columbia assumes the contractor's share of the arbitration costs.

It appears that the grievance dispute settlement procedures established under section 96(1) of the Labour Code of British Columbia are used infrequently by employers and unions in the province's construction industry.

THE MOTOR TRANSPORT INDUSTRY: THE ONTARIO JOINT GRIEVANCE COMMITTEE

The Ontario Joint Grievance Committee is an "inside board" mechanism which provides an alternative method of arbitration under the terms of a number of collective agreements entered into between the Motor Transport Industrial Relations Bureau of Ontario (Inc.) (hereinafter referred to as the "Bureau") and various locals of the Teamsters, Chauffeurs, Warehousemen and Helpers Union of America in Ontario and Quebec.

The Bureau is an association of trucking companies who share a joint collective bargaining relationship with different Teamster locals in the two provinces; it administers, on behalf of its member companies, labour relations matters that arise out of the contractual relationships with the union locals.

Individual companies and unions process grievances through the normal steps of the grievance procedure. When one party wishes to proceed to arbitration after the decision taken at the last step of the grievance procedure, it has two options: (1) submission of the grievance to a conventional ad hoc tripartite board of arbitration or (2) recourse to the Ontario Joint Grievance Committee, established jointly by the Bureau and the Teamsters local unions that are parties to the collective agreements in question.

The Committee, which has operated for over 25 years, is designed to provide a less expensive alternative to conventional or "outside" arbitration boards and a regular schedule of hearing dates, in order to reduce the time required to have disputes heard. Its function is to hear disputes and render decisions in accordance with the provisions of the collective agreements. Significantly, the Committee has the same judicial powers as an "outside" arbitration board established under the collective agreements and its decisions are final and binding.

The Committee consists of two nominees appointed by the unions (two senior officers from locals other than the one involved in the grievance) and two Bureau nominees (two senior management personnel, usually Bureau directors, whose company is not involved in the hearing). The nominees are drawn from union and Bureau panels consisting generally of experienced representatives engaged in the day-to-day administration of the agreements.

The Committee is subject to established Rules of Procedure. It meets regularly at Toronto on two days in the first week of each month. Other days are set aside for hearings at three month intervals in London, Windsor and Ottawa. These dates are scheduled a year in advance.

It is common for the Committee to hear approximately ten cases per day. Moreover, the Rules of Procedure allow a grieving party to submit more than one grievance at the same time. In such event, however, there must be a clear indication as to whether the parties have agreed that the grievances should be heard together as one case, or separately as individual cases.

The Rules of Procedure specify that the Committee must render its decisions in executive session after hearing each individual case. Decisions are reserved and then released to the parties the day following the hearing. The awards cannot be cited as precedents in future cases.

If the Committee is unable to render a majority decision (i.e., in the event of a deadlock), the grieving party then has the alternative of either withdrawing the grievance or submitting it to an ad hoc tripartite arbitration board within a specified delay. As shown in the following table prepared by the Bureau, the Committee has, in most cases, issued majority decisions:

Year	Percentage of "Deadlocked" Cases
1976	23%
1975	14%
1974	10%
1973	29%
1972	22%
1971	12%

The number of cases heard yearly by the Committee has ranged from a high of 281 in 1975 to a low of 138 in 1976.

The Committee's administrative costs are low. They include expenses for the rental of hearing rooms, stationery, postage and miscellaneous disbursements by Board members. Section VII(c) of the Rules of Procedure provides that:

> All authorized expenses incurred on behalf of, or in the name of, the Ontario Joint Grievance Committee shall be divided equally between the Ontario Joint Freight Council of Teamsters and the Motor Transport Industrial Relations Bureau of Ontario (Inc.).

Where the Committee is deadlocked, the case may be referred by either party to a conventional tripartite arbitration board. The latter disposes of the case as though it had come directly from the last step of the grievance procedure applicable to the individual company and union. No reference is made to the hearing conducted by the "inside board". Where a case is referred to conventional arbitration, however, the submissions are usually brief and business-like, since the parties have already prepared and presented their case before the Committee.

The decisions of the Committee have rarely been reviewed by the courts and where they have, the Committee's rulings have been upheld.

There are no instances of "inside board" mechanisms in the motor transport industry in the Maritimes, the Prairies and British Columbia.

THE GARMENT INDUSTRY

1) Men's Garment Industry

Several collective agreements between the Amalgamated Clothing and Textile Workers Union in Montreal and employer associations or individual companies contain an expedited grievance resolution and arbitration mechanism. The agreements apply to approximately 9,500 workers in 140 plants, most of which are located in the Province of Quebec. All plants are certified under the name "Montreal Joint Board, Amalgamated Clothing and Textile Workers Union, CLC, AFL-CIO".

Under this mechanism, there are three steps in the grievance procedure, prior to arbitration. The shop steward first attempts to settle the grievance with the supervisor. If he is unsuccessful, the business agent (union representative in charge of the plant) then discusses the matter with the head supervisor or the employer and, if no agreement can be reached, the union manager attempts to resolve the issue with the employer. If they cannot arrive at a compromise, the manager may request arbitration.

Although there are no time limits specified in the collective agreements for completing these steps, the grievance procedure is normally exhausted within only one or two days.

Grievances are usually quickly resolved and only a small number are ever submitted to arbitration. A union spokesman stated that prior to 1970, there were, on the average, about six arbitrations per year; since then, the annual average has increased slightly.

No delays are encountered in finding suitable arbitrators, as two experienced persons with a long history of involvement in garment industry arbitrations are readily available. The contractual arbitrator is Senator H. Carl Goldenberg and his alternate is Judge Maynard B. Golt. The former has been an arbitrator in the industry for more than 20 years while the latter has acted as alternate for approximately six years.

There are no regular hearing dates or time limits for the holding of hearings. The latter generally take place within a short period of time, subject only to the availability of a date agreeable to both parties.

Hearings are highly informal and a case is usually disposed of within one to two hours. Lawyers are seldom involved and precedents are rarely cited.

While there are no time limits specified for the rendering of awards, the latter are normally concise and issued within one week of the hearing.

A similar expedited grievance handling mechanism was established about 20 years ago by the Amalgamated Clothing Workers Toronto Market Joint Board and an employers' association. The system now applies to some 4,300 workers employed in approximately 60 plants.

Under this mechanism, a grievance can be processed in less than a month through the simplified three-step pre-arbitration grievance procedure. The vast majority of grievances are settled at the first or second level.

A permanent arbitrator is named in the agreement. The incumbent is Dean Harry Arthurs of Osgoode Hall Law School, who has acted continuously in that capacity for some ten years. His predecessor, Mr. Jacob Finkelman, had acted as permanent arbitrator for a longer period.

Hearings are highly informal and, generally, no witnesses are called. Submissions are kept simple and precedents are rarely cited. The arbitrator's award is usually rendered within a few days of the hearing and normally within one to three weeks after a grievance has been submitted to arbitration.

While no figures are available, arbitration costs are generally low.

2) Ladies' Garment Industry

An expedited grievance arbitration mechanism is contained in the Memorandum of Agreement between the Montreal Joint Board Dressmakers' Union of the International Ladies' Garment Workers' Union and the Montreal Dress & Sportswear Manufacturers' Guild. The system applies to approximately 13,000 workers employed in plants located mostly in the Province of Quebec.

The agreement contains no pre-arbitration grievance procedure. However, grievances are processed in only a few days through an informal pre-arbitration procedure.

Under the agreement, a grievance must be submitted to specified arbitrators within 24 hours after one party serves notice on the other that it desires to proceed to arbitration.

The arbitrator and his substitutes, appointed for the duration of the agreement, are highly experienced in garment industry arbitrations.

Hearings are held a short time after a grievance has been submitted to arbitration. They are expedited and highly informal. By mutual consent, neither court procedure nor rules of evidence are followed. Only in very special circumstances and for urgent industry-wide disputes does the arbitrator request that the parties submit their arguments in writing. A case is usually disposed of within two to four hours.

Awards must be rendered within 48 hours of the hearing unless the parties agree to an additional delay of 48 hours. The precedent value of these awards has contributed significantly to the settlement of subsequent disputes without having to resort to arbitration and has frequently led to the amendment of relevant collective agreement provisions.

The average cost per case is reportedly small, although precise cost figures are lacking.

THE AUTOMOBILE INDUSTRY

The United Automobile Workers Union (U.A.W.) has furnished data on the grievance resolution systems implemented under its collective agreements with a number of companies, such as General Motors, Ford, Dehavilland, Douglas Aircraft, and Massey-Ferguson.

U.A.W. agreements do not generally provide for the expeditious processing of grievances prior to arbitration. Union spokesmen, however, have indicated that increased screening of grievances at the pre-arbitration stage has contributed substantially to the stabilization of grievance arbitration volume. For example, the arbitration case volume under the agreement between the U.A.W. and Chrysler has been largely reduced because of increased screening at the last stage of the grievance procedure. For similar reasons, the number of grievance arbitrations arising under the agreement with General Motors has also diminished.

Most collective agreements to which the U.A.W. is a party provide for permanent sole arbitrators. Agreements between the union and major companies generally specify panels from which sole arbitrators are drawn.

Several U.A.W. agreements, particularly those covering large plants in which a substantial number of arbitrations arise, specify the order in which different types of grievances are to be heard at arbitration hearings. In order of priority, these are grievances involving discharge, suspension, improper layoff, policy matters and leave of absence. Where a specific order is not set out in the agreement, urgent cases are nevertheless given priority.

Automobile and related industry agreements do not usually make specific reference to the expeditious rendering of awards, although the latter are generally issued within 30 days of the hearing. An optional and expeditious procedure is contained in the agreement between the U.A.W. and General Motors. Under this agreement, the decision of the arbitrator must be rendered within 30 days from the time a case is submitted to him.

In accordance with a written agreement which parties can execute before the hearing, he may, however, be directed to issue what is termed a "Memorandum Decision". The latter must be limited to the arbitrator's decision arrived at in that particular case. The collective agreement specifies that a "Memorandum Decision" cannot have a precedent value. An arbitrator must issue such a decision within ten days of the conclusion of the hearing. This procedure has rarely been followed.

While recourse to sole arbitrators, as opposed to tripartite arbitration boards reduces costs, union representatives have expressed the view that arbitration costs are becoming excessive. They have indicated that arbitrators' fees range from $600 to $850 per hearing and that cases may run as high as $950 or more per day.

SUMMARY ARBITRATION PROCEDURE PROPOSED BY THE QUEBEC ADVISORY COUNCIL ON LABOUR AND MANPOWER

In an endeavour to reduce arbitration delays, the Quebec Advisory Council on Labour and Manpower (le Conseil consultatif du travail et de la main-d'oeuvre du Québec) has proposed a "summary arbitration procedure" for use by labour and management. This procedure was not meant to eliminate the grievance arbitration mechanisms contained in collective agreements, but rather to provide an alternative route which might prove more expeditious and less onerous than the regular one, and which the parties could agree to follow in specific grievances or types of grievances.

The Quebec mechanism can be used in the following situations:

(1) where the respective positions of the parties with regard to the facts of a case are well known and there is no disagreement on the meaning of the provision of the collective agreement which applies to a particular grievance;

(2) where the facts are agreed upon by the parties but there is a dispute regarding a question of law;

(3) where the respective positions are well articulated and known, and the parties desire that a third person intervene to resolve the dispute rapidly; and

(4) where, because of the circumstances giving rise to the grievance, it has become important and urgent that the matter be resolved expeditiously.

Parties may agree to use the suggested procedure in three different ways. They may adopt the summary procedure by integrating it as an appendix to their existing collective agreement or by incorporating it into the grievance resolution provisions of the agreement. In such cases, the procedure would then be subject to negotiation upon renewal of the collective agreement. Alternatively, the parties may add the summary procedure to their agreement for a trial period. In this latter case, the procedure need not be formally integrated into the agreement, but would nevertheless have to be filed as an amendment to the said agreement in order to have legal effect. The third manner in which the suggested procedure can be used is for the parties to agree to derogate from the regular collective agreement grievance procedure so as to allow one or more specified grievances to be heard and determined more expeditiously.

This last approach does not involve any permanent or temporary modification of the collective agreement, although the parties must first agree on the choice of an arbitrator and then proceed to enter into a special written agreement outlining the essential points regarding the application of the procedure.

With some minor differences between the three formulas, the main features of the summary arbitration procedure are as follows. All arbitrable grievances which the parties agree to process through this procedure may only be disposed of by those sole arbitrators agreed upon by the parties. For example, specific arbitrators may be chosen in advance. Parties can also draw the arbitrators' names from a list according to some mutually acceptable order of priority. To facilitate the selection of sole arbitrators, the Advisory Council publishes the annual Annotated List of Grievance Arbitrators (la Liste annotée d'arbitres de griefs) containing the names of arbitrators having expressed a willingness to act within the framework of the summary arbitration procedure.

When the parties decide to use the procedure, they must, within five days, jointly state their case in a written document and forward it to the arbitrator. Unless otherwise agreed, the arbitrator must convene a hearing not later than 10 days after receipt of the joint written document. The hearing must not last more than one day, except with the consent of the parties.

A final and binding award must be issued within five working days of the hearing's conclusion. It must be rendered in summary form and deal only with the issues and arguments raised by the parties in their joint document. The award does not constitute a precedent of any sort.

The arbitrator receives an all-inclusive nominal fee of $200 (shared equally by the parties) for hearing each grievance and drafting the award. If more than two grievances are heard in the course of the same day, the fee is reduced to $150, beginning with the third grievance.

Where parties have agreed to submit a particular grievance to the summary procedure, they may not, as a general rule, subsequently refer that grievance to the regular arbitration procedure contained in their collective agreement.

No data are available on the extent to which the summary arbitration procedure is being utilized or the effect its use has had on the grievance arbitration process.

THE BRITISH COLUMBIA FOREST INDUSTRY

Forest Industrial Relations Limited (F.I.R.) represents approximately 120 companies operating in the forest product industry in the coast region of British Columbia. These companies employ about 28,000 members of the International Woodworkers of America, and those employees constitute a high proportion of the 48,000 I.W.A. members employed in the province's forest industry.

The pre-arbitration grievance procedure contained in the master agreement between F.I.R. and local unions of Regional Council No. 1 of the I.W.A. involves five steps and a maximum total delay of about 60 days. The arbitration stage involves permanent panels of arbitrators and hence offers an example of "industry arbitration".

If a grievance remains unresolved after the grievance procedure has been exhausted, it is submitted to a sole arbitrator drawn from a pre-selected panel of four arbitrators listed in the agreement. Where the parties are unable to agree on the selection of an arbitrator from among the panel, they must request the Minister of Labour to appoint one from among the panel. If these panel arbitrators are not available, the parties may request the Minister to appoint a temporary replacement.

Hearings are held in Vancouver or at such other places as the parties may agree upon. Awards must be rendered within fourteen days of the hearing. The arbitrator's fees and expenses are shared equally by the parties.

In addition to the above system for the resolution of grievances involving individuals and specific companies, there also exists, under the same agreement, a mechanism providing for a "right of reference" with respect to general matters concerning the application of a collective agreement. When a problem arises between F.I.R. and the I.W.A. regarding the interpretation of the collective agreement that could affect the industry generally, the matter is referred to a "Right of Reference Committee" composed of six representatives, three of whom are selected by the I.W.A. and the remainder by the companies represented in the negotiation of the agreement.

If the Committee members fail to agree upon a satisfactory interpretation of the point in question, either party may refer the matter to a permanent "interpreter". If an "interpreter" is not available, the parties may request the Minister of Labour to appoint a Judge, either of the Supreme Court or the Court of Appeal of British Columbia, to act in this capacity.

A number of agreements involving the I.W.A. in other regions of the province contain similar procedures for the arbitration of individual grievances on the one hand, and for the resolution of more general matters relating to collective agreement interpretation, on the other. Mechanisms providing for permanent arbitrators or permanent panels of arbitrators are prevalent, although they have no particular expeditious features.

II - EVALUATION OF MECHANISMS

INTRODUCTION

The value, relevance and scope of survey findings depend, in large measure, on the data gathering method employed, the extent and nature of response, as well as the organizational location, knowledge and commitment of the respondent. Within the context of these limitations, the evaluation section attempts to organize the data into a relevant framework that will allow for specific industry and comparative analysis, as well as broader application of the findings.

The origin of the expedited or industry arbitration systems in the sampled industries arose out of a unique combination of historical, economic, sociological and technical factors. Diverse approaches have been developed to deal with the unique combination of circumstances that have evolved in specific industries. No one system can be transplanted in its entirety without reference to the context. Specific elements can only be applied elsewhere if the interrelatedness is taken into account.

The individual evaluative elements, such as the elimination or reduction of delays, the decrease in costs and industry expertise in response to specific industry needs, all of which indicate the extent of use, effectiveness and general applicability of the approach, can have differing weightings in any particular industry, in any circumstance, and at any point in time. For example, the railway industry, with its wide distribution of workers across the country, in both rural and urban areas, the multiplicity of unions and collective agreements, as well as the complexity of rules and agreement provisions, presents a special problem in terms of availability of arbitrators, not to speak of other highly relevant factors, such as the need for consistency in rulings affecting a widely distributed work and management force.

There are also a number of institutional considerations that have a bearing on the type of system employed. Some of these are the pace of change, the stability of the work force, the clarity of work rules and the nature of the bargaining relationship - plant, multi-plant, single union or multi-union bargaining.

It is with these considerations in mind that the following evaluation should be viewed.

COVERAGE OF THE MECHANISMS

Of the previously described mechanisms, the Canadian Railway Office of Arbitration is the only one having a very broad scope. Its 22 member companies constitute the vast majority of railway industry organizations, under both federal and provincial jurisdictions. The unionized

work force involved constitutes a substantial majority of the total union membership in the Canadian railway industry. Moreover, the workers covered are employed in all provinces of Canada, Labrador and the North-west Territories in diverse occupations, both in rural and urban settings. These employees are covered by several collective agreements.

This wide distribution and broad application is a major reason for the parties avoiding ad hoc arbitration mechanisms in favour of a centralized sole arbitrator approach.

The other mechanisms described in this paper are more limited in scope, owing to such factors as geographical location, special collective agreement requirements or more restricted coverage than the C.R.O.A.

REDUCTION IN DELAYS

At the pre-arbitration stage, reduction in delays are prevalent in the mechanisms adopted in the garment and longshoring industries.

The handling of grievances at the pre-arbitration stage in the garment industry is characterized by a high level of simplicity and expeditiousness. Significantly, the general absence of specific delays in the grievance procedure steps has not hindered the speedy manner in which grievances are processed.

Before the establishment of innovative grievance resolution mechanisms, disputes in the longshoring industry, such as those relating to manning and dispatch questions, resulted in a substantial number of illegal walkouts at various ports across Canada. The traditional grievance resolution process, both at the pre-arbitration and arbitration

stages, was considered ineffective in providing a speedy system of redress, such as was required for the maintenance of industrial peace on the waterfront.

All of the mechanisms used in the longshoring industry have significantly reduced the delay factor in grievance resolution. In the Port of Halifax, this reduction is the result of expeditious processing of grievances through a Labour-Management Committee which stands ready to meet frequently, at the request of either of the parties. The settlement rate is quite high and sharply reduces the need for recourse to the formal grievance and arbitration procedures and the inherent delays associated with them.

While the normal collective agreement grievance procedures are usually followed in the Port of Saint John, the parties frequently waive certain steps of that procedure in order to proceed directly to arbitration. Moreover, there is a special procedure contained in this collective agreement for cases whose urgency is such that the time limits of the normal procedure would be impractical.

In the ports of Montreal, Three Rivers and Quebec, there is a high percentage of "on-the-spot" settlements prior to the stage where formal grievances are launched. In addition to this "on-the-spot" settlement approach, formal grievances are expeditiously processed through a grievance committee mechanism. Delays are reduced both by the frequency with which the Committee meets and the expeditious and informal manner in which it handles grievances, especially those considered urgent. The few grievances that find their way to the arbitration stage are submitted within a short delay.

At Hamilton, the delay factor is largely irrelevant, as there is a virtual absence of formal grievances and a high rate of settlement of matters which might potentially become grievances, were it not for the monthly labour-management meetings.

In those West Coast ports coming under the B.C. M.E.A.-I.L.W.U. collective agreement, the Job Arbitrator, drawn from the longshoring industry, disposes of disputes requiring an urgent oral and on-the-spot decision. His disposition is usually confirmed in writing within forty-eight hours.

The pre-arbitration grievance resolution steps in the construction industry are more relevant to the assessment of innovative grievance disposition mechanisms, as the grievance arbitration volume in this industry has remained consistently low. The grievance procedure is generally expedited and there is a high settlement rate at the early stages. Moreover, some trades in many jurisdictions, such as Prince Edward Island, Nova Scotia, Ontario, Manitoba, Saskatchewan, Alberta and British Columbia resort to joint labour-management boards composed of labour and management representatives other than those involved in the grievance. They provide a final opportunity to settle disputes before the latter are referred to arbitration. Such an internal voluntary settlement machinery at times forms part of wider periodic labour-management consultative procedures and operates expeditiously to facilitate the grievance resolution process.

The general lack of collective agreement provisions designed to expedite the resolution of grievances prior to arbitration is a weakness of the U.A.W. mechanisms.

At the arbitration stage, a number of mechanisms have operated to substantially reduce delays normally associated with traditional grievance arbitration.

In the garment industry, those few cases that reach the arbitration stage are processed in a relatively short period of time. Hearings are quickly held and are highly informal. Specified arbitrators are readily available to act and delays are further minimized by virtue of the fact that they are experts in the arbitration techniques and terminology of the industry. In large measure, they have acquired this expertise by having acted consistently over lengthy periods.

Awards are usually rendered within a short time of the hearings.

The Ontario Joint Grievance Committee, an "inside" arbitration board mechanism used in the motor transport industry, sharply reduces delays because of the following special features. Hearing dates are scheduled well in advance and committee members are readily available to act. It is not uncommon for a number of cases to be heard on one particular day. Cases are processed to the hearing stage within a relatively short period of time. Because all of the board members are familiar with the industry, they are able to get to the point of a matter without the necessity of having to hear lengthy and elaborate explanations. Decisions are usually released to the parties the day following the hearing. Moreover, in those relatively rare instances where there is a deadlocked decision and the matter is subsequently submitted to an "outside" conventional tripartite arbitration board, the parties' presentation is usually more expeditious because they have already prepared and presented their case before the Committee.

One major problem contributing to undue delays in ad hoc arbitration mechanisms, namely the search for - and selection of - sufficiently knowledgeable and experienced arbitrators, has been completely eliminated in the case of the Canadian Railway Office of Arbitration by virtue of the fact that the Office has employed the same highly experienced arbitrator since 1968. Several other factors have contributed to a substantial reduction in delays in the grievance arbitration process under the C.R.O.A. mechanism. Firstly, the arbitrator is readily available. Secondly, hearings are held on a regular monthly basis; they are relatively short in length, highly informal, and a considerable number of cases may be disposed of at the same hearing. Thirdly, awards are brief and frequently rendered within a week of the hearing. Delays at the arbitration stage have been reduced as well by the extensive use made of precedents contained in the resulting body of industry-related arbitral jurisprudence. The latter has contributed to a high level of pre-arbitration screening of cases and a limited arbitration case volume.

The steel industry's Grievance Commissioner system has also significantly reduced delays at the arbitration stage. This is largely due to the regular availability of highly experienced arbitrators, the establishment of set hearing dates, the hearing of a number of cases in a day, the high level of informality surrounding hearings, and the short time limit within which the Grievance Commissioners render their awards.

While no data are available with respect to the use made of the summary arbitration procedure proposed by the Quebec Advisory Council on Labour and Manpower, delays in the process would logically be expected to

be lessened by virtue of the fact that the procedure provides for exclusive recourse to sole arbitrators agreed upon in advance by the parties. The selection of arbitrators is facilitated through the use of a detailed list of available arbitrators maintained by the Advisory Council on Labour and Manpower. Moreover, the parties are encouraged, whenever feasible, to implement a system of fixed hearing dates. Another factor contributing to the reduction of delays lies in the requirement that the parties submit a joint statement to the arbitrator within a short time after deciding to resort to the summary arbitration procedure. The process is further accelerated by the short time limits prescribed for convening hearings (the latter are always of short duration), as well as by the summary nature and speedy rendering of awards.

In the longshoring industry, delay reductions are primarily experienced at the pre-arbitration stage. (The Job Arbitrator approach in the West Coast ports covered by the B.C. M.E.A.-I.L.W.U. collective agreement is, in effect, a mechanism which incorporates elements of both pre-arbitration and arbitration stages. Its effects in reducing delays have already been examined.) In the ports of Quebec, Montreal and Three Rivers, the few grievances which find their way to arbitration are submitted within a short delay. Parties frequently waive certain steps of the normal grievance procedure in the Port of Saint John in order to proceed directly to arbitration.

U.A.W. mechanisms have only had a limited impact in terms of reducing delays at the arbitration stage. The use of permanent sole arbitrators, however, has reduced the time it takes for a case to reach the hearing stage. On the average, there is a two- to three-month delay

from the moment a request is made for an arbitrator to the time a grievance is heard. Union officials do not consider this delay to be as serious as some delays experienced elsewhere. In their view, delays have also been reduced due to the increased familiarity of permanent sole arbitrators, or panels thereof, with particular collective agreements and their parties. This familiarity, for example, has reduced the formality of hearings which, in turn, has decreased delays. The U.A.W. priority mechanisms have also shortened delays at the arbitration stage and resulted in the earlier hearing of critical grievances.

On the other hand, the potential contained in U.A.W. mechanisms for reducing delays at the arbitration stage appears to be limited by the fact that the permanent sole arbitrators (and panels thereof) are generally very busy, as they form part of a small group who handle approximately sixty to seventy per cent of the total annual grievance arbitration volume in Ontario. Apparently, the parties are generally unwilling to hire qualified but less experienced arbitrators. Hence, hearing dates are subject to the availability of highly qualified arbitrators who are generally in high demand. Apparently there have been no attempts made to implement a system of fixed and regular hearing dates. Moreover, the delays encountered at the hearing stage are lengthy, as evidenced by the fact that not more than one case is generally disposed of at a hearing.

Generally, no measures have been developed in U.A.W. mechanisms for the purpose of expediting the rendering of awards, although in practice the latter are issued within 30 days of a hearing. The "Memorandum Decision" procedure contained in the agreement with General Motors, while possessing obvious potential advantages for speeding up the hearing and award phases of the process, is rarely used in practice.

Although data are not available on the extent to which delays are reduced at the arbitration stage in the construction industry across Canada, some general conclusions may be drawn.

The expedited mechanisms created by statute in Newfoundland and Nova Scotia have proven effective and appear to complement the provisions for cease and desist orders and penalties for their violation in cases of illegal work stoppages. In both jurisdictions, however, the statutory mechanisms constitute the exception rather than the rule in construction industry grievance arbitration. Parties in Newfoundland have demonstrated a preference for tripartite arbitration boards, notwithstanding the greater time delays associated with their use. In Nova Scotia, the statutory mechanism is often used when the collective agreement grievance procedure becomes inoperative or is impractical. When the mechanism is used, the specified time limits are usually extended. According to some management spokesmen, recourse to the statutory mechanism in every case of disagreement would be too costly. Notwithstanding these reservations, the fact that the parties can, under the legislation, have direct recourse to an expedited arbitration mechanism has decided advantages, especially in the case of anticipated illegal work stoppages.

Views have been expressed that the grievance arbitration process in general is more expeditious when panels of sole arbitrators are used. This device is the preferred mechanism in New Brunswick and Quebec construction industry arbitrations. It is also employed to some extent in Manitoba. Similarly, the arbitration process is also accelerated by the use of tripartite arbitration boards whose chairmen are drawn from panels. This approach is prevalent in Newfoundland. Expedited features are also

associated with the use of sole arbitrators, even if this is done on an ad hoc basis, as in Prince Edward Island and Nova Scotia. In Saskatchewan, Alberta and British Columbia, there is a tendency in the construction industry to resort to ad hoc tripartite boards for the arbitration of grievances.

The use of permanent arbitrators or panels of arbitrators in the British Columbia forest industry affords the opportunity to reduce delays at the arbitration stage. No data are available, however, on the extent to which resort to such mechanisms has actually reduced delays. The requirement that awards must be rendered expeditiously is a factor that tends to shorten delays in this industry.

REDUCTION OF COSTS

One major advantage of the Ontario Joint Grievance Committee in the motor transport industry is the minimal cost involved. The low administrative costs are borne by the unions and employers and there are no arbitrators' fees or expenses to be paid. The union or company representatives acting as Committee members at hearings are, while so acting, paid by their principals. Moreover, in those rare instances where there is a deadlocked decision and a matter is subsequently referred to an "outside" tripartite arbitration board, arbitration costs may often be reduced by virtue of the fact that the hearing is more expeditious as a result of the matter having already been considered at the "internal" stage.

Arbitrators acting under the Quebec summary arbitration procedure are paid a low, all-inclusive and predictable fee which does not vary according to the time required to arbitrate a grievance.

In the garment industry, overall arbitration costs have remained low as a result of frequent settlements at the pre-arbitration stage. The per case arbitration cost is reportedly low, although supporting figures are not available.

Arbitration costs in the longshoring industry are not a significant evaluative factor, mainly because only a small number of grievances are submitted to arbitration. While it might be said that the retainer of the Job Arbitrator in British Columbia is high, this aspect is of secondary importance when considered in the light of the historical factors which led to the establishment of his position as well as the role played by him in the disposition of urgent grievances without the parties having to resort to outside arbitration and in the avoidance of costly shutdowns due to grievance disputes. Similar observations might be made regarding the M.E.A.'s employment of full-time contract administrators at the ports of Montreal, Quebec and Three Rivers.

Under the C.R.O.A. mechanism, arbitration costs compare favourably with those which would otherwise be incurred if the parties resorted to ad hoc grievance arbitration. (Ad hoc arbitration costs are difficult to compute with any degree of precision, as they vary according to circumstances.) Although the method of cost apportionment applied by the C.R.O.A. could result in a situation where companies or unions with few arbitration cases actually incur greater expenses than they would in ad hoc arbitrations, this in fact is not the case. Even if it were, this

limitation would be outweighed by the many advantages of the mechanism, such as, for example, consistency of awards, time savings and reduction of arbitration case volume.

The adoption of the Grievance Commisssioner mechanism in the steel industry has not had a significant effect on overall arbitration costs. Where it is used, the costs per case have been lowered substantially. Arbitration costs per day, however, are reportedly high where several cases are heard. Moreover, the mechanism has not significantly decreased total arbitration costs because a relatively high number of cases are still being processed through the regular arbitration route provided for under the collective agreement.

In the construction industry, overall arbitration costs are generally low in view of the relatively small number of grievance arbitrations conducted in the industry. This low volume can be attributed to diverse factors, some of which are independent of grievance settlement mechanisms.

In assessing the effect of construction industry arbitration mechanisms on the grievance resolution process, cost per case is not a significant evaluative criterion. In Ontario, while the alternative recourse to the Ontario Labour Relations Board is less costly on a per case basis, views have been expressed that the volume of grievances has increased as a result and that this low cost may encourage the launching of frivolous grievances. The sharing of construction industry arbitration costs by the Nova Scotia government has not significantly increased the use of the statutory mechanism. In fact, comments have been made to the effect that frequent recourse by the same parties to the statutory mechanism would be too costly.

It should be noted, however, that some construction industry employer associations frequently assume the total or a substantial portion of the arbitration costs on behalf of employer members, particularly if it is felt that an unfavourable decision might establish a dangerous precedent for the industry as a whole. While the degree of involvement by employer associations in the administration of construction agreements may vary across the country, there are indications that these associations are increasingly encouraging their members to avail themselves of their expertise, which is generally supplied as a free service to them.

According to U.A.W. representatives, auto industry mechanisms have not decreased arbitration costs. On the contrary, they consider the latter to be presently excessive and on the increase.

No data on costs are available with respect to forest industry arbitration procedures.

INDUSTRY EXPERTISE IN RESPONSE TO SPECIFIC INDUSTRY NEEDS

Grievance resolution mechanisms in the longshoring industry have been particularly effective in establishing industry control over virtually the entire grievance resolution process through the use of persons chosen from within the industry who possess a high level of expertise. The labour-management meeting approaches have practically eliminated the need for resorting to outside arbitration and the grievance committee mechanisms have had similar effects in drastically reducing the frequency of recourse to traditional grievance arbitration.

The Job Arbitrator, the Joint Industry Labour Relations Committee and the Industry Arbitrator appear to have successfully eliminated the need for recourse to conventional grievance arbitration mechanisms in West Coast ports coming under the B.C. M.E.A.-I.L.W.U. agreement. The variety of persons with labour and management background acting as Job Arbitrator, alternate Job Arbitrator and Industry Arbitrator is particularly illustrative of industry arbitration in the literal sense of the term. An advantageous by-product of this system is that it overcomes the problem of securing the services of "outside" arbitrators prepared to make themselves available at any time.

In evaluating the longshoring industry arbitration techniques, account should be taken of the fact that generally, their success in resolving grievances in a manner responsive to the particular needs of the industry is marked by a willingness of the parties to adopt flexible and non-legalistic approaches, an adequate level of dialogue and mutual confidence, as well as a shared interest in productivity within the industry. Thus, for example, in the Port of Halifax, it has been suggested that the system of processing grievances through the Labour-Management Committee has been relatively successful because of the generally good relationship which has existed between the two parties in the past.

One of the most positive features of the Canadian Railway Office of Arbitration is the continuous availability of a sole arbitrator who is familiar with the complexities of the railway industry. Moreover, the wide circulation of awards by the Office to all of its members has resulted in a considerable body of arbitral jurisprudence relating to the industry. The use of these precedents has greatly facilitated settlements

at the pre-arbitration stage and has been an effective deterrent to the submission of relatively weak or minor cases to arbitration. The standard of pre-arbitration screening of cases within the industry is fairly high and is, in large measure, due to the precedent value of awards.

The Grievance Commissioner system in the steel industry incorporates a high level of industry and arbitration expertise and benefits from the regular availability of the Commissioners and their continuous tenure. The Grievance Commissioners were chosen for their recognized experience in arbitration and familiarity with the pertinent collective agreements. They have had a lengthy exposure to steel industry arbitrations and, moreover, are also members of the ten-man panel of arbitration board chairmen used under the agreement's regular arbitration route.

In the motor transport industry, a prime factor contributing to the success of the Ontario Joint Grievance Committee in resolving a large number of grievance disputes is that cases are heard by recognized industry experts having had no prior involvement with the grievances. This is seen by the parties as diminishing the risk of well-intentioned but uninformed "outside" arbitrators becoming involved and possibly rendering poor decisions. Because all of the Committee members have considerable knowledge and understanding of the industry, they are frequently able to get to the point of any given matter without the necessity of prolonged explanations. While some decisions may appear unorthodox when compared to conventional arbitral awards, they are usually meaningful and satisfactory to the parties.

Grievance arbitrations in the garment industry are generally heard by a select group of arbitrators who are experts in the arbitration techniques and terminology specific to the industry. In large measure, their expertise has resulted from the consistent use made of their services as well as their lengthy continuous tenure.

In the construction industry, some trades resort to a joint labour-management board mechanism composed of labour and management representatives other than those involved in the grievance. This provides a final opportunity to attempt to settle a dispute before it is referred to arbitration. Familiarity of the board members with the industry has a proven advantage. Moreover, the pressure of one's peers often operates to persuade employers and unions of the true merits of the grievances being considered. Deadlocks are relatively rare.

The expertise of permanent arbitrators in the automobile industry is more limited, although they have become increasingly familiar, over time, with the parties and the various collective agreements.

REDUCTION IN ARBITRATION CASE VOLUME

The low volume of grievance arbitration cases (approximately 55 per year) handled by the Canadian Railway Office of Arbitration is particularly impressive when considered in the context of the broad and diverse coverage of the mechanism. One of the reasons for this lies in the fact that grievances in this industry are subjected to careful and extensive screening at the pre-arbitration stage. In this respect, the precedents contained in awards originating from the Office have facilitated

settlements at the pre-arbitration stage and limited the number of weak and minor cases submitted to arbitration.

The diverse and often informal grievance resolution mechanisms in the longshoring industry have sharply reduced the need to resort to conventional grievance arbitration. The so-called arbitration systems used on the West Coast involving Job Arbitrators and Industry Arbitrators, incorporate large elements of what would normally be considered pre-arbitration stage procedures. The Job Arbitrator disposes of most urgent disputes on the spot without the launching of formal grievances, while the Industry Arbitrator's caseload has been minimal for grievances processed through the formal grievance procedure. This can be attributed to the high rate of settlement of formal grievances without arbitration. The industry Arbitrator has, moreover, rarely reheard cases in which the Job Arbitrator had previously rendered an award.

In the garment industry, expedited and informal grievance resolution is prevalent and there are few grievance arbitrations.

Construction industry grievance arbitration volume has remained consistently low over the years. While the reasons for this might vary, depending on the various contexts, the following factors are relevant.

Firstly, frequent use is made of the "instant" or what is commonly referred to in the industry as "quickie" arbitrations. These are essentially illegal work stoppages, which might involve a simultaneous "lay-down of tools", going home or "parading" at the entrance of a construction project until the union wins its point.

Secondly, a significant number of grievances are settled at the early stages of the grievance procedure, either as a result of pressure tactics or in a more positive context.

Thirdly, the volume of grievances is controlled because the construction industry's inherent characteristics and structure give rise to a smaller number of specific types of grievances than in other industries. Thus, generally speaking, dismissals in the common law provinces are seldom contested, except in the case of job stewards. This is largely due to the widespread use of the hiring hall through which union business agents select the contractor's staff, a generally acknowledged employer right to determine the qualifications and performance of the tradesman and a lack of seniority provisions in the collective agreements. Since construction tradesmen offer their services to several contractors on a time basis, as their skills are required, unions generally acknowledge that seniority provisions are not practical in the circumstances. The types of disputes that reach the arbitration stage generally involve the interpretation of collective agreement provisions relating to monetary matters such as overtime, travelling time, shift premiums, call-in-pay, board allowances, camp standards or subletting.

Fourthly, while the construction industry grievance procedures usually contain three steps (unionized foreman at the first step, project superintendent or manager at the second step and the general manager or head office of the company at the third step), some trades in certain jurisdictions make use of a joint labour-management board mechanism which provides a final opportunity to attempt to settle a dispute short of arbitration.

Fifthly, there exists in the Ontario construction industry an alternative recourse to grievance arbitration, which is increasingly resorted to. It involves applications to the Ontario Labour Relations Board under section 112 of the Labour Relations Act.

In Quebec, the grievance arbitration case volume is influenced by the fact that the Construction Industry Labour Relations Act provides that only certain matters may be arbitrated by sole arbitrators. These matters cover, for example, union security, union dues and disciplinary measures taken by employers. On the other hand, most monetary claims in the province's construction industry are processed by inspectors of the Quebec Construction Board. The latter presents outstanding claims to the courts on behalf of the affected employees.

Finally, the traditional grievance arbitration process is generally unsuitable for an industry where the work force experiences a high degree of mobility and has a lack of permanence.

In the motor transport industry, the Ontario Joint Grievance Committee has sharply diminished the number of cases submitted to "outside" grievance arbitration. The annual caseload of this mechanism, however, is substantial. Moreover, the mechanism's availability might result in the submission of cases which would not have been referred to conventional grievance arbitration because of cost and other deterrent factors.

One of the most significant advantages of the steel industry's Grievance Commissioner system is that it has reduced the backlog of cases that had accumulated during the life of successive collective agreements, prior to its establishment in 1972. In addition, more intensive screening of cases and a sharper delineation of issues at the stage where a decision is made as to which arbitration route to pursue has increased the number of grievance settlements at that stage. The system has not, however, had a notable effect on the total grievance arbitration case volume. A

relatively high number of cases are still being submitted to the regular arbitration route provided for under the collective agreement. Over the last two years, fewer cases have been processed under the Grievance Commissioner mechanism than through the conventional arbitration route. Moreover, the system has not diminished the total volume of grievances, which is increasing at an excessive rate.

While auto industry mechanisms have not substantially reduced the total number of cases submitted to arbitration, the U.A.W. has indicated that increased screening of cases at the pre-arbitration stage has contributed to the stabilization of grievance arbitration volume.

No data are available regarding the effects of the Quebec summary arbitration procedure and the British Columbia forest industry mechanisms on arbitration case volume.

INFORMALITY AND FLEXIBILITY

The mechanisms used in the garment industry have evolved over a period of several years during which both labour and management developed flexible and informal attitudes to grievance dispute resolution. These approaches are apparent at both the pre-arbitration and arbitration stages of the process. There are generally no provisions in the collective agreements regarding time limits for the completion of grievance procedure steps. In the International Ladies' Garment Workers' Union agreement, examined in the study, no grievance procedure is specified, although a pre-arbitration procedure does, in fact, operate on an informal basis. At the arbitration stage, hearings are highly informal.

The longshoring industry mechanisms are characterized by a high level of informality and flexibility. The informality can be attributed to the fact that the parties frequently agree to by-pass the formal grievance and arbitration procedure specified in the agreement. This highly informal and flexible approach is evident from the following:

(a) the use of a Labour-Management Committee to settle most grievances arising in the Port of Halifax;

(b) the frequent waiver of certain steps of the grievance procedure at the Port of Saint John in order to proceed directly to arbitration;

(c) the on-the-spot settlement of most disputes in the ports of Montreal, Three Rivers and Quebec without formal grievances being launched, as well as the informality and flexibility with which a grievance committee mechanism handles formal grievances arising in those ports;

(d) the informal manner in which labour-management meetings consider and settle potential grievances in Hamilton; and

(e) the Job Arbitrator's on-the-spot oral disposition of most urgent disputes arising on the West Coast without recourse to the normal grievance procedure. Also, where a formal grievance escalates in importance after it has been filed, the parties are able to refer the matter directly to the Job Arbitrator for a Summary Disposition.

Certain of these techniques, especially those involving regular labour-management meetings in the Port of Halifax, have provided opportunities for Labour Canada conciliation officers to play a constructive role in the resolution of grievances and matters that could give rise to them.

The steel industry's Grievance Commissioner system is also highly informal. Generally, no witnesses are called to the hearings and reliance is largely made thereat on the written summaries submitted by the parties. The latter are not represented by legal counsel and precedents are normally not cited. The Commissioner does not have to conform to rules of evidence. His decision applies only to the particular case and may not constitute a precedent nor be relied upon by either party as a precedent in future cases.

Flexibility is reflected in the fact that a system of regular hearing dates provides the opportunity to "slot" cases on the basis of priority when the need arises.

It should be noted, however, that the informal features of the Grievance Commissioner system limit its flexibility to some extent. The system is designed to provide an alternate expeditious means for the effective disposition of those grievances that the parties have agreed may be handled in a summary manner at the arbitration stage. On the other hand, the parties have experienced problems in reaching agreement on the types of cases that ought to be submitted to the Grievance Commissioner. Generally, the cases submitted are those having limited issues which can be decided on the basis of conflicting written submissions and in which the parties are willing to accept "non-precedent" decisions. Nevertheless, there are a number of complex factors which, at times, have had a negative influence on the selection process. For example, discharge cases which should, by their inherent nature, logically go the expedited route, are not submitted to the Commissioner because parties do not have the right to call and cross-examine witnesses. For similar reasons, only minor discipline cases are referred to the Grievance Commissioner.

As already mentioned, fewer cases have been submitted to the Grievance Commissioner mechanism over the last two years than to conventional arbitration. Various reasons for this have been suggested. The question still arises, however, as to whether the decrease in the use of the expedited route is a product of certain limitations inherent in its summary nature.

Under the Canadian Railway Office of Arbitration system, cases are heard on fixed dates. This, as in the case of the Grievance Commissioner system, offers the opportunity to "slot" cases according to priority. Hearings are highly informal and although the parties have the right to be represented by legal counsel if they so wish, they rarely avail themselves of this right. While hearings are generally simplified in practice and witnesses are not frequently called, the arbitrator may nevertheless conduct any investigation he deems proper and require that the examination of witnesses take place under oath or affirmation. Moreover, each party has the right to examine all witnesses called at the hearing and the arbitrator has the power to receive, hear, request and consider any evidence which he considers relevant for the arbitration of a grievance. His awards are short and concise, yet contain sufficient reasons for use as precedents in the industry.

While there are no data on the extent to which the Quebec summary arbitration procedure has contributed to informality and flexibility in the grievance arbitration process, some conclusions may be drawn regarding the mechanism's potential in this respect. The procedure may be adopted and applied in a number of ways and contexts. The parties jointly state their case in a written document that is forwarded to the arbitrator

well in advance of the hearing. In addition, they are encouraged to implement a system of regular hearing dates whenever possible. Such an approach enables the parties to exercise discretion in the slotting of particular grievances on a mutually agreed upon priority basis. The arbitrators' awards are rendered in summary form and have no precedent value.

The Ontario Joint Grievance Committee in the motor transport industry is marked by a high level of informality and flexibility at the hearing stage of the process by virtue of the fact that a case processed through the mechanism is heard by recognized industry experts - labour and management representatives having had no prior involvement with the grievance. Nevertheless, informality is kept within acceptable limits by chairmen chosen in rotation from among the four members of the Committee hearing the particular case. In addition, the advanced scheduling of hearing dates provides flexibility for the appropriate "slotting" of cases. Finally, hearings are held in a number of geographical locations.

The Committee's decisions are at times unconventional, as compared with those emanating from "outside" arbitrators or arbitration boards. Awards are short in length and have no precedent value. Decisions are generally made in executive session after each individual case is heard and are rendered shortly thereafter.

Recourse to the "inside" board mechanism is optional. A particular grievance may still be referred to regular arbitration in those relatively rare instances where the Committee's deliberations have resulted in deadlock. These advantages are especially significant, given the diversity in size and geographic distribution of the companies and union locals involved.

It is difficult to evaluate the extent of informality and flexibility in construction industry grievance resolution mechanisms, in view of the diversity of approaches adopted in the various provinces and because of the fact that the grievance arbitration case volume in this industry has remained consistently low. The following observations, however, can be made. There is a high rate of informal grievance settlements at the early stages, due to illegal walkouts and other forms of pressure. Settlements are also informally arrived at in a more positive context than through the use of what is euphemistically called "quickie" or "instant" arbitration.

The joint board mechanisms of some trades operate in an informal manner in settling grievances that have not been resolved at earlier stages of the grievance procedure. This is achieved through the intervention of labour and management representatives not having been previously involved in the dispute and who have no direct interest in its outcome. Because industry experts exercise mediative roles, the proceedings are necessarily more flexible and informal. Such internal voluntary settlement techniques operate at times in the context of wider periodic labour-management consultative procedures.

In view of the industry expertise which such labour-management bodies bring to bear on the resolution of grievances, the presence of one's peers often operates to convince particular employers and unions of the true merits of the grievances being considered. Some reservations, however, have been expressed regarding the use of such joint board mechanisms. For example, the industry expertise, flexibility and informality advantages might potentially be reduced by the fact that the employers are

often competitors. Certain critics have expressed the view that such bodies might be reflective of an excessively close relationship between some employers and unions and hence detrimentally affect the resolution of grievances on their merits. For reasons such as these, some critics would prefer that those internal mechanisms exercise an advisory rather than a decision-making role.

Statutory expedited grievance arbitration mechanisms in the Newfoundland and Nova Scotia construction industry are frequently by-passed or modified in their application at the arbitration stage. For example, the Nova Scotia statutory mechanism is used as a flexible option whenever the grievance procedure breaks down or is for some reason impractical. Moreover, it is a flexible approach resorted to in cases of anticipated or actual illegal work stoppages. Where the statutory mechanism is used, parties generally waive the time limits set out in the Trade Union Act. Notwithstanding the statutory expedited sole arbitrator grievance arbitration mechanism contained in the Newfoundland Labour Relations Act, the majority of arbitrations in the industry are processed through tripartite boards by mutual consent of the parties.

Although applications in the Ontario construction industry for grievance resolution by the Ontario Labour Relations Board are more numerous than grievance arbitrations, views have been expressed to the effect that in spite of the apparently flexible features of this type of mechanism, its use may have adverse effects on flexibility. For example, the very wording of section 112 of the Labour Relations Act has the potential of eliminating the opportunity to settle matters at the early

stages of the grievance procedure. Further, the mechanism could eliminate the practical operation of the flexible and informal joint labour-management board mechanisms used in various trades.

The anticipated adoption of a province-wide list as an appendix to the Quebec Construction Industry Decree, promulgated in April 1977, will offer parties more flexibility in choosing arbitrators to hear grievances insofar as they will be free to choose any arbitrator appearing on the list, regardless of his geographical location in the province. Under the previous decree, the parties had to select arbitrators from designated geographical regions.

In British Columbia, where use is made of a construction industry grievance panel, the latter may be converted into an arbitration board through the addition of a chairman. This conversion procedure could apply to a situation where a panel cannot reach a decision, or where one of the parties to the grievance is unwilling to accept the decision.

The familiarity of permanent sole arbitrators (or panels thereof) with auto industry collective agreements has brought about increased informality at the hearing stage. At the same time, however, U.A.W. spokesmen have expressed concern over the increase in the number of technical objections now being raised, the imposition of formal time limits, as well as the adherence to strict rules of evidence.

While the "Memorandum Decision" technique provided for in the agreement with General Motors has obvious potential advantages for increasing informality and flexibility in the hearing and award phases of the process, it is rarely used in practice.

III - CONCLUSIONS

The industry and expedited grievance arbitration mechanisms described and evaluated in this study reveal the wide diversity in the types of measures implemented by the parties, both at the pre-arbitration and arbitration stages of the grievance resolution process.

At the pre-arbitration stage, mutually acceptable departures from the formal grievance procedure specified in collective agreements are made in some industries to deal with specific types of cases for which a more expeditious disposition is called for. Labour-management meetings are but one example of this approach. Another is the waiver by the parties of certain steps in the formal grievance procedure, in order to proceed directly to arbitration. In certain industries, the formal grievance procedure itself has been molded to the specific labour relations context, in order to achieve a more effective and expeditious handling of grievances. Some examples of this approach can be found in collective agreement provisions establishing such things as joint board mechanisms for the purpose of giving parties an opportunity to settle grievances short of arbitration, "on-the-spot" settlement devices, priority mechanisms for urgent cases and "inside" arbitration boards.

Diverse techniques are also used at the arbitration stage for the purpose of dealing with all types of grievances, as well as some that have been established as an alternative to the standard collective agreement arbitration route for special types of cases which the parties have agreed to process in a summary manner.

A number of basic features to speed up grievance arbitration recur in many of the industry and expedited grievance arbitration mechanisms. They include the use of sole arbitrators named in collective agreements, regular dates for grievance hearings, informality in the conduct of hearings, the disposition of a number of cases on a given day and requirements for the accelerated rendering of awards.

Most of the mechanisms have undoubtedly reduced or eliminated all or many of the inherent defects in the conventional grievance process. In varying degrees, they have reduced arbitration costs, delays and case volume. In the adoption of these mechanisms, parties have been able to secure, on a long term basis, the services of persons having a high degree of industry expertise. They have also made use of informal and flexible techniques to satisfy their particular requirements. This has helped reduce the labour-management tensions and frustrations that would otherwise have resulted through the accumulation of unresolved grievance disputes. Measures instrumental in substantially diminishing recourse to conventional arbitration, as well as those developed to dispose of potentially disruptive grievances, have played an important role in alleviating labour-management friction.

It should be emphasized that the grievance resolution mechanisms outlined in this study were established and developed by the parties to forestall or resolve a wide spectrum of problems particular to their industry. Nowhere is this more apparent than in the case of the vital railway and longshoring industries falling under federal jurisdiction. Both sides in these industries have developed specialized and effective techniques over the years to ensure that grievances, or matters that might become the object of grievance disputes, are expertly and expeditiously disposed of in a manner conducive to good labour-management relations.